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Wilson Central School District And
Wilson Teachers Assn

SD/TA

AGREEMENT BETWEEN
WILSON CENTRAL SCHOOL DISTRICT
AND
THE WILSON TEACHERS' ASSOCIATION
JULY 1, 2000 TO JUNE 30, 2004

RECEIVED

JAN 08 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

135

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PHILOSOPHY

The Wilson Central School Board of Education and the Wilson Teachers' Association firmly believe that the primary function of the Board and its teaching staff is to assure each boy and girl attending this District's schools the highest level of educational opportunity obtainable. The Board recognizes that teaching is a profession. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and the teaching staff.

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the Wilson Central School District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

It is further recognized that teachers have the right to join or not join the Association, but that membership shall not be a prerequisite for employment or continuation of employment of any employee.

The legal rights of minorities and individuals inherent in the New York State School Code and in the rulings and regulations of the Commissioner of Education affecting teaching personnel shall in no way be abridged by this Agreement.

ARTICLE I - RECOGNITION

Pursuant to the Public Employees' Fair Employment Act, the Board of Education of the Wilson Central School District recognizes and certifies the Wilson Teachers' Association for the purposes of collective negotiations as the exclusive representative of a unit consisting of all professional staff members including long-term substitutes and excluding the Superintendent and other administrative and guidance staff members. Such recognition shall extend until seven months prior to the expiration of this written Agreement. A challenge to such recognition must be made in accordance with the Public Employees' Fair Employment Act and the rules and regulations of the Public Employment Relations Board.

The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Wilson Central School System. It is further recognized that the Board must operate in accordance with all statutory provisions of the State and other such rules and regulations as are or have been promulgated by the Board of Regents and the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE II - DEFINITIONS

As used in this Agreement, the following terms shall have the respective meaning set forth below:

1. "School District" means the Wilson Central School District.
2. "Board of Education" or "Board" means the Board of Education of Wilson Central School District.
3. "Superintendent" or "Chief Executive Officer" means the Superintendent of Schools of Wilson Central School District.
4. "Association" means the Wilson Teachers' Association.
5. "PERB" means the Public Employment Relations Board.
6. "Agreement" means the mutually agreed resolution of all issues by the two parties to the negotiation process.
7. A "teacher" is any professional staff member of Wilson Central School covered in this Agreement.
8. "Impasse" means the inability of the Chief Executive Officer or his designate and the Association to mutually settle a negotiation issue.
9. "Partial Day Teacher" means a teacher who has direct interaction with students on a half-day basis or less, but shall not include a substitute.
10. "Long-term substitutes" shall be defined as any substitute teacher who is hired for a period of ninety (90) work days or more. Said teacher shall be hired on Step 1 of the appropriate salary column according to degree. Said long-term substitute shall receive all the rights and benefits of the contract except as modified below with respect to insurance (Article XIX - Insurance).

ARTICLE III - NEGOTIATION PROCEDURE

Section 1.

All issues proposed for negotiation shall be submitted in writing by the Association to the Superintendent at the Board of Education Office on or before February 14, 2000. The Superintendent shall simultaneously submit in writing to the Association all issues the Board proposes for negotiation. The Superintendent and the Negotiation Team of the Association shall set a mutually-acceptable date within fifteen (15) calendar days following the mutual exchange of proposals to enter into full and free discussion and negotiation of all issues proposed by the two parties. Meetings thereafter shall be called at times mutually acceptable to the two parties as frequently as necessary until either agreement or impasse is reached.

Section 2.

The Chief Executive Officer, or designated representative(s) of the Chief Executive Officer (negotiators and advisors as required for a maximum of seven (7)), will meet with the Association (negotiators advisors as required for a maximum of seven (7)),* for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters including the supplying of information pertinent to any issue(s) being discussed. The parties further agree that, during the period of negotiations, the proceedings of such negotiations shall not be released to the news media unless such an issuance has the prior approval of both parties. However, information may be released to the news media when impasse is reached even though negotiations are continuing.

*For the benefit of both sides, the Board, or Superintendent, or negotiators and the Association representatives may mutually agree to have present at negotiation sessions various consultants whose presence shall not be considered as part of the maximum of seven (7).

Section 3.

When consensus of the parties is reached covering a proposal under discussion, the proposed resolution of said proposal may be reduced to writing as a Memorandum of Understanding and initialed by the party on each side who has the power to negotiate. When all issues have been mutually resolved, the individually written memorandums of understanding shall constitute the total proposed Agreement. This proposed Agreement shall then be submitted to the Board and Association for formal approval according to the individual organizational bylaws of the parties involved. Dates for submission to the parties concerned and their formal action thereof shall be set as mutually agreed upon by the parties. Upon approval by the Board and Association, the proposed Agreement shall become the Official Agreement between the parties commencing on a date to be stated herein and for a period of time to be stated herein.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1.

Whereas the establishment and maintenance of a harmonious cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the negotiating unit and the Association may present grievances free from coercion, interferences, reprisal, restraint or discrimination, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2.

A grievance form (Appendix A) will be supplied to all Building Representatives at the start of the school year. Such forms and their content, as contained in said Appendix A, have been agreed upon by negotiation.

Section 3. - Definitions

- 3.1 For purposes of Stages 1, 2, and 3, only a Grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, this Agreement, policies, rules, regulations, orders, work rules and procedures of the administration.

For purposes of Stage 4 only, a Grievance is a claim or complaint by any teacher or group of teachers in the negotiating unit regarding an alleged violation, misinterpretation or misapplication of the terms of the Agreement.

- 3.2 Grievant or aggrieved party shall mean the Association or any person or group of persons in the negotiating unit or any combination of same submitting a grievance.
- 3.3 Supervisor shall include the Building Principal or the Building Assistant Principal or the Building Supervisor, or, if not available, then the Superintendent or a supervisory officer responsible.
- 3.4 Party in interest shall mean any party named in a grievance who is not the aggrieved party.

ARTICLE IV - SECTION 3 (cont'd.)

- 3.5 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of this grievance procedure.
- 3.6 Representative of His Choice shall mean an individual teacher, Association-designated representative, Association Officer, and/or the Grievance Committee, whomever the grievant shall choose and who agrees to represent him at all stages of the grievance procedure as long as the representative is not a representative of a competing employee organization. The maximum number of representatives for either side present at a hearing at any stage shall be three (3). The procedure of Article XIII, Section 10, shall apply.
- 3.7 Notice to the Association shall be transmitted to the Chairman of the Association Grievance Committee.

Section 4.

- 4.1 Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 4.2 Unless settled informally, all grievance decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the teacher and the Association.
- 4.3 If a grievance affects a group of teachers or appears to the Association to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below, in which case the grievance must be brought within 30 days and the Superintendent shall have ten (10) school days to set a hearing date, holidays excluded.
- 4.4 Hearings and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend. Said hearings shall be scheduled so to avoid interference with teaching and administrative schedules whenever possible.
- 4.5 The Superintendent and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.

ARTICLE IV - SECTION 4 (cont'd.)

- 4.6 Except as otherwise provided in the first Stage, an aggrieved party shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of his grievance procedure.
- 4.7 Time spent in any capacity in the presentation of a grievance shall not be charged against salary or leave time. There shall be no harassment of, coercion, or retaliation against any person associated with the presentation of a grievance.
- 4.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4.9 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the said matter informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 4.10 If any provisions of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but in all other provisions or applications will continue in full force and effect.
- 4.11 The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1(a), and all written decisions at all stages. The Official Grievance Record shall be mailed to the Aggrieved Party, the Association and the Board, but shall not be deemed a public record.
- 4.12 If official minutes are kept in Stages 2 and 3, a copy of such minutes will be made available to all parties involved within a reasonable time, but prior to the next stage.
- 4.13 The grievant, through the Association, may withdraw the grievance by written notice at any time.

Section 5.

- 5.1 The time limits specified for either party may be extended only by mutual agreement.
- 5.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless a written grievance is forwarded at the first available stage within thirty (30) days after the teacher knew or should have known of the act or condition on which the grievance is based, holidays excluded.
- 5.3 The failure of the grievant to appeal a decision to the next higher stage within the designated time limit shall constitute a withdrawal and shall bar further appeal by the grievant.
- 5.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 5.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedures may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section 6.

6.1 Stage 1: Supervisor

- (a) A teacher having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the teacher submits the grievance through a representative the teacher may be present during the discussion of the grievance.
- (b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing and present it to the teacher, his representative and the Association.

ARTICLE IV - SECTION 6 (cont'd.)

6.2 Stage 2: Chief Executive Officer

- (a) If the teacher initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 with the Chief Executive Officer may be filed within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (b) Within ten (10) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative shall hold a hearing with the teacher, his representative and all other parties in interest.
- (c) The Chief Executive officer shall render a decision in writing to the teacher, his representative and the Association within seven (7) school days after the conclusion of the hearing.

6.3 Stage 3: Board of Education

- (a) If the teacher and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within fifteen (15) school days after receiving the decision at Stage 2.
- (b) Within ten (10) days after receipt of an appeal, the Board shall hold a hearing on the grievance.
- (c) Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the aggrieved party and all parties in interest.

6.4 Stage 4: Binding Arbitration

- (a) After such a hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within ten (10) school days of the decision at Stage 3.
- (b) After such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator, competent in the area of grievance, from a list of three (3) arbitrators submitted by PERB. Preference shall be expressed for arbitrators from the local office of PERB. If the parties are unable to agree upon an arbitrator, each party shall strike one name from the submitted list, and the remaining name not stricken from either list shall be designated as the arbitrator.

ARTICLE IV - SECTION 6 (cont'd.)

- (c) The selected arbitrator shall hear the matter promptly and shall issue his decision not later than twenty-one (21) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him, whichever is later. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues.
- (d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- (e) The decision of the arbitrator shall be final and binding upon all parties.
- (f) The costs for the services of the arbitrator shall be borne equally by the District and the Association.

ARTICLE V - DEDUCTIONS

Section 1.

- 1.1 The Board agrees to deduct, from the salaries of the professional personnel, dues for the Wilson Teachers' Association, and NYSUT, AFT, AFL-CIO as said personnel individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Wilson Teachers' Association. Professional personnel authorizations shall be in writing in the form set forth below:

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____

(Print) Last Name First Initial

Wilson Central School

TO: Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Wilson Teachers' Association, to deduct from my salary and transmit to said Association, dues as certified by said Association for those organizations indicated below. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board and all its officers from any liability therefore.

ARTICLE V - SECTION 1 (cont'd.)

I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing between the dates of September 1 and the Friday preceding the second payroll of the teacher's school year.

☐ Local Association and NYSUT, AFT, AFL-CIO

Signature _____ Date _____

- 1.2 The Association shall certify to the Superintendent in writing the current rate of membership dues. Any change in the rate of dues shall be given to the Superintendent thirty (30) days prior to the effective date of such change. Deductions shall be made in the following manner:
- (a) The total annual membership dues for the designated professional organizations, certified as mentioned, shall be deducted in twenty (20) equal installments beginning with the teachers' second paycheck.
 - (b) No later than the Friday preceding the second payroll, the Association shall provide the Superintendent with a list and the original signed dues authorizations of those new employees who have voluntarily authorized the Board to deduct said dues. Only a new teacher/new member must provide original signed cards.
 - (c) Each teacher shall be eligible to have a deduction made for participation in the VOTE/COPE CAMPAIGN. If elected, this deduction shall be made in twenty (20) equal installments of \$1.00 each beginning with the teacher's second paycheck.
 - (d) The Superintendent shall, following each pay period from which a dues deduction is made, promptly transmit the amount so deducted to the Association. The first transmittal shall be accompanied by a listing of the members for whom deductions have been made, with the amount deducted for each, and successive transmittals shall list any exceptions.
- 1.3 The Board agrees to deduct for the Ontario Shores Employees' Federal Credit Union as per present Agreement with said credit union.
- 1.4 The Board agrees to deduct for income guarantee insurance as

ARTICLE V - SECTION 1 (cont'd.)

- 1.5 The Board agrees to deduct for the Eastern Niagara United Appeal as follows:
- (a) After the presentation of a signed payroll authorization card by the teacher, deductions shall start with the first scheduled payroll in October and shall run for twenty (20) consecutive payrolls.
 - (b) A minimum deduction of \$1.00 per payroll shall be required to take advantage of payroll deduction.
- 1.6 The Board shall establish, and each teacher shall be eligible to participate in "tax sheltered" annuity plans selected by the Association and established pursuant to the United States Public Law 87-370. This benefit shall result in no expense to the Board except administrative costs.
- 1.7 Each teacher shall be eligible to have deductions made for the purchase of United States Government Savings Bonds in multiples of \$6.25 per payroll. This deduction shall be made in twenty (20) equal installments beginning with the teacher's second payroll.
- 1.8 Each teacher may elect to be paid in 21 installments rather than the regular 26. Election for 21 payrolls must be made and filed in Central Office no later than the teacher's second reporting day in September.
- 1.9 Each teacher shall be eligible to have a deduction made for participation in the NYSUT Benefit Trust Plan. If elected, this deduction shall be made in twenty (20) equal installments each beginning with the teachers' second paycheck. The teacher will be permitted one (1) deduction change annually.
- 1.10 Agency Fee - See Appendix J

ARTICLE VI - PERSONAL INJURY BENEFITS

Section 1.

Whenever a regularly employed teacher is absent from his employment and unable to perform his duties as a result of physical injury caused by an accident or an assault occurring in the course of his employment and the teacher has not been personally negligent with reference to the incident, he will be paid his full salary during his absence from his employment up to a period of one (1) year. The amount of any weekly Workmen's Compensation award made for temporary disability due to said injury will be paid to the Board in full by the employee, and no part of such absence will be charged to his annual or accumulated sick leave. The Board-selected

ARTICLE VI - SECTION 1 (cont'd.)

doctor shall periodically, as the doctor or the Board determines, certify to the Board and administration as to the term and extent of the disability. This medical service shall result in no cost to the teacher. The teacher shall cooperate with the Board-selected doctor.

Section 2.

The member shall be reimbursed for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workmen's Compensation which are damaged, destroyed, or lost as a result of any injury or assault sustained in the discharge of his duties within the scope of his employment.

Section 3.

The member shall be reimbursed for the reasonable cost of any clothing or other personal property damaged, destroyed, or lost as a result of any injury or assault suffered by a member while acting in the discharge of his duties within the scope of his employment.

Section 4.

A written report of claims referred to in Sections 1, 2, and 3, with documentation, must be filed with the Superintendent within seven (7) calendar days of the incident. At the Superintendent's discretion such limitation as to days may be waived due to an emergency. A duplicate of such report must be filed at the same time with the Association.

ARTICLE VII - LEAVE PROVISIONS

Section 1. - Sick Leave

- 1.1 Each member is entitled to thirteen (13) days sick leave per year at full salary, accumulative to a total of 300 days.
- 1.2 The thirteen (13) days sick leave benefit shall become effective on the first required day of member attendance of each school year. Sick leave may only be taken when the illness is serious enough to prevent a teacher from working.
- 1.3 Teachers have a duty to minimize sick leave conditions and all conditions which could impede their recuperation or prolong the period requiring the use of sick leave.
- 1.4 Four (4) consecutive days or more of sick leave must be verified by a doctor's statement if required by the Superintendent. Sick leave of less than four (4) consecutive days must be verified by a signed statement from the member and filed in the Building Principal's office.
- 1.5 Any partial day teacher employed for an annual salary shall receive sick leave on a pro-rated basis.

ARTICLE VII (cont'd.)

Section 2. - Death in the Immediate Family

Full salary for a period not to exceed three (3) days at any one time, will be paid to a member during the absence caused by a death in his or his spouse's immediate family. The immediate family is to consist of parents, children, husband or wife, brother or sister, grandmother or grandfather, surrogate parents, or a resident living full-time in the teacher's household. Such leave must be verified with a signed statement from the member and filed in the Building Principal's office. Such card forms are to be provided in each Building Principal's office. Such used leave shall not be deducted from the member's accumulated sick leave. If the teacher feels additional days are necessary, personal business days may be used for this purpose with notice as in Section 5.d.

Section 3. - Funeral, Other Than in the Immediate Family

Full salary, for a period not to exceed one full day per year, will be paid to the member during absence caused by attendance at a funeral for other than in the immediate family. Such leave must be verified with a signed statement from the member and filed in the Building Principal's office. Such card forms are to be provided in each Building Principal's office. Such used leave shall be deducted from the member's personal business days. This leave may be charged on a half-day basis.

Section 4. - Illness in the Immediate Family

Full salary, for a period not to exceed seven (7) days per year, will be paid to a member during the absence caused by illness in the immediate family. Such leave must be verified with a signed statement from the member and filed in the Building Principal's office. Such card forms are to be provided in each Building Principal's office. Such used leave shall be deducted from the member's accumulated sick leave. This leave is only available to teachers actually attending to the family illness.

Section 5. - Personal Business

5.1 The teacher shall be entitled to three (3) personal business days per year. Personal business days shall be used for those business transactions of a personal nature that are impossible to transact outside the normal work day. Under no condition shall these days be used to extend vacations, to provide entertainment related activities or to seek employment. Personal leave taken pursuant to this paragraph is subject to the following conditions:

- (a) Personal business days shall not be deducted from accumulated sick leave and unused personal business days shall be added to the sick leave accumulation, but may not be accumulated from year to year as personal business days.

ARTICLE VII - SECTION 5 (cont'd.)

- (b) Personal business days may not be taken on the day before or after a holiday or vacation or at any time for political activities unless a request, specifying the reason, is made and approved by the Superintendent in his sole and absolute discretion.
- (c) For days other than those specified in (b) above, the teacher shall sign a statement certifying that such personal day is being taken to conduct urgent personal business which cannot be performed during non-school hours. For the first and second day, the reason for taking the day must be given. There may be times when the reason for the personal day request is of a highly personal or confidential nature. Under such exceptional circumstances the following statement may be substituted for the specific reason on the request form, "I prefer to give no reason." The use of this statement does not preclude the teacher's responsibility to comply with all requirements of Article VII, Section 5, except as changed by this paragraph.
- (d) Twenty-four (24) hour notice shall be given for use of a personal business day except in an emergency.
- (e) Partial day teachers shall be entitled to personal business days on a pro-rated basis.
- (f) Abuse of this provision may result in loss of pay and prior permissions being required from the Superintendent or his representative for that teacher for the term of this agreement as determined by the Superintendent. That teacher may be required to submit to the Superintendent or his representative his reasons for requesting a personal business day at which time the Superintendent may accept or reject same.

Section 6. - Educational Meetings

- (a) Twelve and one-half (12.5) days shall be provided, to be used at the discretion of the Executive Council of the Association, for organizational activities. The Association shall notify the Superintendent and the Building Principal in writing at least five (5) school days in advance as to who is using these days, for what purpose, and the date(s) the teacher(s) will be absent from school. Such days will not be charged to the sick leave or personal leave of an individual teacher and shall be with full pay. At no time will more than three (3) teachers be absent under this provision. All days for N.Y.S.U.T. and A.F.T. conferences will come from these days, and unused days will not be accumulated from year to year. Breach of the notice provision herein shall result in a full deduction of pay.

ARTICLE VII - SECTION 6

- (b) The elected delegate or alternate shall be permitted to attend the annual New York State Retirement System Meeting. If the District is allowed more than one delegate, another may attend under the same terms and conditions. No charge to sick leave will be made and such leaves are to be with full salary.
- (c) The Board will pay reasonable expenses for one delegate to the New York State Teachers' Retirement Meeting, but it shall not be required to pay any conference expenses incurred for 6.(a) above.
- (d) The Board will pay reasonable expenses for one (1) teacher to attend the Board of Regents Conference held in the Buffalo area.

Section 7. - Jury Duty

- 7.1 Any member who is summoned to serve on jury duty when school is in session shall be granted necessary absence on order of the court with full salary. The pay for jury duty shall be refunded to the District. No charge to sick leave will be made.

Teachers must return to school on the days or half days they do not have to serve during their term of jury duty and must notify their Principal immediately of the days or half days they are returning to work so that appropriate action may be taken by the District to minimize the cost.

- 7.2 A teacher shall be released from school with pay upon legal subpoena.

Section 8. - Unpaid Leaves

- 8.1 A teacher desiring a leave of five (5) days or less, without pay, shall request, if possible, such leave in writing from the Superintendent or his representative. Requests may be granted by the Superintendent or his representative, without salary. Each full day absence shall be deducted at the rate of 1/200 of annual salary. Whenever possible, the teacher shall give one (1) week notice in advance.
- 8.2 A teacher desiring leave in excess of five (5) days, without pay, shall request such leave in writing from the Superintendent at least one (1) week prior to the date requested. Such leave, if approved, shall be without salary. Each full day of absence shall be deducted at the rate of 1/200 of annual salary. The teacher must inform the Superintendent of the date of return to duty in the request.

Section 9. - Annual Report of Absence and Accumulated Sick Leave

The Central Office of the District shall provide, by October first each year, an Annual Report of Absence and Accumulated Sick Leave as of July 1st each year to each member stating the information shown as per the following forms:

ANNUAL REPORT OF ABSENCE AND ACCUMULATED SICK LEAVE JULY 1, 20 __

	<u>Sick Leave</u>	<u>Personal Business</u>
(a) Accumulated Balance, July 1, 20 __	_____	_____
(b) Used During 20__-20__ School Year	_____	_____
(c) Remainder	_____	_____
(d) Personal Business Days Added to Sick Leave	_____	_____
(e) Accumulated Balance, June 30, 20__	_____	_____
(f) Entitlement 20__-20__ School Year*	_____	_____
(g) Accumulated Balance, July 1, 20__	_____	_____

*First day of work for new teachers

Section 10. - Maternity Leave/Child Rearing

10.1 Pregnancy-related disability shall be considered and treated the same as the period of time a teacher is absent for any other disability; that is, the teacher shall be entitled to use sick leave which has been accumulated, plus any and all rights of the sick bank as spelled out in Section 19.

10.2 Child Rearing

The Board of Education shall grant a leave of absence for up to 18 months duration for child rearing leave, without pay but with full medical benefits allowed under the Family Medical Leave Act. (Full medical benefits under FMLA is for 12 weeks or 90 days.)

10.3 Application for Leave

- (a) A teacher shall notify her immediate supervisor, in writing, as soon as she becomes aware of her pregnancy.
- (b) A teacher must attach a statement from her physician, verifying the fact that she is pregnant and giving the estimated date of birth.
- (c) A teacher shall apply in writing for child rearing leave as soon as possible, but in no event later than thirty (30) days before said leave is to commence.

ARTICLE VII - SECTION 10 (cont'd.)

10.4 Length of Leave

As stated in §10.2, a child rearing leave will be granted for a period of up to 18 months. However, said leave may be terminated by the teacher by notifying the Superintendent, in writing, at least thirty (30) days in advance. Said notification must be accompanied by her physician's statement authorizing reinstatement.

10.5 Reinstatement

- (a) A teacher will be reinstated in her former position or an equivalent position, at not less than her former salary at the time the leave was granted.
- (b) No accumulation of other leave benefits shall be earned during child rearing leave, except to the extent allowed under the provisions of the Family Medical Leave Act.
- (c) If, however, said teacher had served for one-half year or more, including sick days, during the year she goes on leave, she shall return on step plus one (1) after her leave is complete. One-half is to be the number for work days found in Article XIV - Section 1 divided by two (2).
- (d) The above step movement will take place only when said teacher leaves in one school year and returns in the next school year or any year thereafter. If said teacher leaves in one school year (i.e. 1997-98) and returns in the same school year (i.e. 1997-98) the step placement will be the same step placement she was on when she left.

10.6 Equal Application of Child Rearing Leave

- (a) Child rearing leave shall be available to both female and male employees without pay. However, male employees will not need a physician's statement as found in § 10.4.
- (b) Such leave will begin at the time a teacher, after giving birth, is determined by her physician to be well enough to resume her teaching duties but chooses said child rearing leave. As to male teachers, such leave will be granted after the birth of a child or the adoption of a child.

ARTICLE VII - SECTION 10 (cont'd.)

10.7 Child Bearing Leave

If a teacher does not want to use her accumulated sick leave, but wants a leave for child bearing reasons, said leave will be granted upon written request if a suitable substitute is available or as soon as one is found. Said leave of absence will be without pay for the time period when a teacher is pregnant, up to and including delivery and recovery. Such leave cannot last longer than six (6) weeks after delivery.

Section 11.

All benefits to which a teacher was entitled at the time his/her leave commenced, including unused sick leave accumulation, shall be held for the teacher's credit upon return to duty, and he/she will be assigned to the same position which he/she held at the time said leave commenced if available; or, if not, to a substantially equivalent position.

Section 12.

There shall be no charge to sick leave for an employee to attend a compensation hearing on his own behalf or for a medical examination ordered by such a court where the injury resulted from his employment by the Board or for a veteran to take a physical examination for compensation when so required by a U.S. Government Agency. Full salary shall be paid for time required for such examinations. Time off shall be limited to one-half (1/2) day unless additional time is necessary.

Section 13.

In cases where an employee is paid benefits under the Workmen's Compensation Act, payments by the District shall not exceed the difference between the employee's regular salary and the benefits paid under the provisions of the Workmen's Compensation Act.*

Section 14.

Military Leave will be granted to any teacher as provided by Military Law.

Section 15.

There shall be no charge against sick leave for any legal matter resulting from a lawsuit brought against the teacher or against the District as a result of his or her employment, but in no case shall this Section apply whenever the teacher sues the District. There shall be no charge against sick leave whenever a teacher is involved in a New York State HAC case, Division of Human Rights case or EEOC case.

Section 16. - Special Leaves

16.1 Teachers with five (5) years of experience or more in the District, leaving the District to participate in Foreign Exchange Teaching, Domestic Exchange Teaching, Vista, Peace Corps or employment as an elected officer in NYSUT or AFT** are entitled to a leave of absence upon written request for up to two (2) years without pay. The salary step for teachers on leave of absence for the first year of return shall be the step of the year of application plus one (1) or two (2) depending on the length of said leave. Upon return to the District said teacher shall have returned to him all benefits held up to the time the leave started. The Board shall have the prerogative of determining any additional leave time after two years.

16.2 All requests for leaves of absence, extensions or renewals of leaves, or intent to return will be applied for and, if granted, will be in writing.

16.3 All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including accumulated sick leave, will be restored to him/her upon return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available; or, if not, to a substantially equivalent position.

* Employee will refund entire compensation pay to the District and receive full salary pay from the Board.

** NYSUT - President, Vice-President, 1st Vice-President, 2nd Vice-President, Secretary-Treasurer

AFT - President - Secretary - Treasurer

Section 17. - Sabbatical Leave

Sabbatical leave provisions of the 1976-1978 contract are incorporated into and made a part of this Agreement. (See page 58a)

Section 18. - Terminal Leave

18.1 The District will pay to a retiring teacher \$68.33 per day for all sick leave accumulated over 100 days and up to 250 days. The District will also pay a retiring teacher the following amounts for all sick leave accumulated over 250 and up to 300 days.

2000-2001	-	\$ 95.
2001-2002	-	\$110.
2002-2003	-	\$115.
2003-2004	-	\$120.

The terminal leave shall be payable to the teacher in a lump sum at the time of retirement or the lump sum accumulated may be used to purchase health insurance plan up to 65 years of age. In the event of a shortfall in the teacher's premium amount, the teacher

ARTICLE VII - SECTION 18 (cont'd.)

must contribute the additional premium to the District to complete the insurance year. If the teacher elects not to contribute the shortfall, the amount left over will be paid to the teacher or teacher's beneficiary.

18.2 The terminal leave pay will be paid only under the following conditions:

- (a) The teacher must notify the Superintendent in writing of the intent to retire by February 1 for retirement in June of that year.
- (b) The teacher must be qualified to retire under the New York State Retirement System.
- (c) The teacher must have served twenty (20) years or more in the Wilson School District.
- (d) Failure by the teacher to meet the notification requirement will result in the teacher automatically losing the right to terminal leave pay and is not subject to the grievance procedure.

18.3 In case of death of a Wilson teacher, all monies payable under 18.1 of Article VII will be payable to the teacher's beneficiary or to the teacher's estate.

Section 19. - Sick Leave Bank

The Board will establish a Sick Leave Bank commencing September 1979 to be used only when a teacher is incapacitated by long-term personal illness or injury providing at least 75 full-time teachers agree to participate in accordance with the following terms:

- (a) Membership in the Sick Leave Bank is voluntary.
- (b) A teacher shall make his contribution by giving a signed, written authorization therefore to the Superintendent of Schools.
- (c) The period of enrollment is between September 1 and February 1 of each school year. Teachers shall have one opportunity to enroll in the Bank after one year of teaching service in the District and may join in the second, third, or fourth year by donating three days of sick leave earned, two during the first school year the bank is implemented, and one day the following school year.
- (d) The first 20 consecutive days of personal illness or disability will not be covered by the Bank, but must be covered by the teacher's own accumulated sick leave or absence without pay.
- (e) A maximum of 45 days each school year can be drawn by any one member of the Bank.

ARTICLE VII - SECTION 19 (cont'd.)

- (f) A member of the Bank will not be able to utilize Sick Leave Bank benefits until all the teacher's own sick leave days are exhausted. The Bank can not be used by a member on an unpaid leave of absence.
- (g) Members of the Bank will be assessed one additional day of sick leave at such time as the Bank is depleted to 45 days. Members who have no sick leave to contribute at the time of reassessment will be assessed this day by September 15 of the following year.
- (h) A member of the Sick Leave Bank may withdraw from the Bank during the first 15 days of any school year by placing his withdrawal request in writing to the Superintendent.
- (i) Members utilizing sick leave days from the Bank will not be required to replace these days except as regular contributing members of the Bank.
- (j) Upon termination of employment, or withdrawal of membership from the Bank, a participating teacher will not be permitted to withdraw his contributed days, and the teacher loses all rights and benefits.
- (k) A committee composed of one Board representative and two W.T.A. members will be established to determine the eligibility of a teacher to draw from the Sick Leave Bank. If a teacher desires to use the Sick Leave Bank, he must submit his written request to the committee giving reasons therefore. The committee may request, from the teacher, medical statements and other reasonable evidence in support of the request. Decisions of the committee, which are by majority rule, are final.
- (l) Upon written authorization of the committee to the Superintendent, sick leave payments will be granted pursuant to this provision of the contract.
- (m) The Superintendent will notify the W.T.A. President, in writing, the first week of August as to the number of days currently in the Bank.
- (n) Should the W.T.A., by majority vote of its members, decide to discontinue the Sick Leave Bank, all accumulated days will be carried to the next year and/or until the Bank is depleted.
- (o) Any unused sick days, over 300 accumulated, will be contributed to the Sick Bank by a teacher, not to exceed 15 days per year, and such contribution shall be taken at the end of the school year.

ARTICLE VIII - TEACHER OBSERVATION AND EVALUATION

Section 1.

All monitoring or observation of the work performance of a teacher will be conducted openly, with the full knowledge of the teacher.

Section 2.

Teachers will be given a copy of any class visit or evaluation report prepared by their supervisor(s) at least two days in advance of the conference to discuss it. The teacher may reply in writing to the evaluation report. No such report shall be placed in a teacher's file without a prior conference with the teacher.

Section 3.

Teachers will have the right, upon request, to review the contents of their personal file, except confidential material, and to make copies of any documents in it. A teacher will be entitled to have a representative of the Association accompany him during such review. Confidential material shall not include any document related to the teacher's service in the Wilson School System.

Section 4.

No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personal file unless the teacher has had an opportunity to review such material. The teacher must reply in writing to this material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

Section 5.

Teachers in the bargaining unit will not evaluate other teachers.

Section 6.

First year probationary teachers who are to be observed for the first time for the purpose of evaluation will be given at least 24-hour notice prior to said observation and evaluation.

Section 7.

Probationary teachers shall be observed and evaluated at least twice a year, once during the first semester and once during the second semester.

ARTICLE VIII - TEACHER OBSERVATION AND EVALUATION (cont'd.)

Section 8.

The Director of Athletics shall evaluate Coaches and Assistant Coaches at least once per season. A completed copy of the evaluation will be given to the Coach. Each Coach shall receive a conference opportunity with the Director of Athletics to discuss the evaluation. The Coach shall sign the evaluation report to signify that the Coach has had a chance to review the report. The Coach's signature does not indicate agreement or disagreement with the evaluation.

The purpose of the evaluation is to improve coaching performance. Therefore, neither the District, the Coach, or the Director of Athletics may use the evaluation(s) in a 3020-a proceeding.

ARTICLE IX - ACADEMIC FREEDOM

Section 1.

The concept of academic freedom shall be fostered in the Wilson Central School District in accordance with the following statement: "It is the policy of the Wilson School District to maintain and encourage (within the Law) full freedom of inquiry, teaching, and research. In the exercise of this freedom, the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matters which have no relation to his subject. In his role as citizen and faculty member, he has the same freedoms as other citizens. He should be mindful, however, that in his extramural utterance he has an obligation to indicate that he is not an institutional spokesman."

Section 2.

The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities. Students shall not be subjected to the teacher's personal political activities within the instructional program.

Section 3.

All personal communications obtained by a teacher in the course of his professional duties and deemed, by said teacher, to be of a confidential nature, need not, except with the consent of said teacher, be disclosed to anyone unless disclosure is required by law.

ARTICLE X - PROTECTION OF NON-TENURE TEACHERS

Section 1.

Tenure shall be governed by the New York Education Law.

ARTICLE XI - TEACHER RIGHTS, PROTECTION, AND STUDENT DISCIPLINE

Section 1.

- 1.1 No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage unless the provisions of the Education Law are followed and a reasonable explanation is given.
- 1.2 Teachers will immediately report in writing all cases of assault and/or battery suffered by them in connection with their employment to their Principal or immediate supervisor. This report will be forwarded to the Superintendent and the Association President.
- 1.3 When a teacher is sued or any action is taken against a teacher while in the pursuit of his employment by the Board, the Board will underwrite the cost of legal counsel to be selected by the Board and render all necessary assistance.

Section 2.

The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except as limited by Article IX, Section 2.

Section 3.

- 3.1 No member shall suffer any professional disadvantage by reason of his membership in the Association or participation in its lawful activities.
- 3.2 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representatives of the teachers.

Section 4.

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.

Section 5.

- 5.1 The Superintendent recognizes the responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

ARTICLE XI - TEACHER RIGHTS, PROTECTION, AND STUDENT DISCIPLINE (cont'd.)

- 5.2 A teacher may refer a pupil from a class to the Principal when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal or his delegate the same day, full particulars of the incident in writing. The Principal or his delegate shall have the discretion of returning the pupil to class but will make every effort to advise the teacher why the student was returned to class.
- 5.3 No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in the teacher's personal file unless such matter is promptly reported in writing to the teacher concerned and the teacher may reply in writing.
- 5.4 Time lost by a teacher in connection with any incident in the line of duty mentioned in this Article, shall not be charged against the teacher.

5.5 - Corporal Punishment

A written statement by the Board governing use of corporal punishment of students shall be publicized by the Superintendent to all teachers by posting said policy on Association bulletin boards. In the absence of a published District Policy, teachers shall be free to employ such means of corporal punishment as they shall, in their discretion, regard as reasonable. A teacher may, at all times, use force as is necessary to protect himself, a fellow teacher, or a student from attack, physical abuse, or injury, to restrain or remove a student whose behavior is interfering with the ordinary exercise and performance of District functions, power and duties, if that student has refused to comply with a request to refrain from further disruptive acts.

Section 6.

New teachers may be assigned a "buddy teacher" to help the new teacher to orient himself during his first year of teaching. The "buddy teacher" must give mutual consent before such assignment.

Student teachers will be assigned to tenured teachers only, and the tenured teacher must give his consent.

Section 7.

New teachers will be encouraged to observe more experienced teachers within their tenure area. Such observation will be subject to the approval of the Principal and the teacher being observed.

Section 8.

- 8.1 Meetings of the entire building faculty will be limited to one (1) per month unless a situation arises which is deemed by the administration to be of importance. When such a situation arises, that meeting will be no longer than 45 minutes and will include only those teachers involved in the situation. Regular monthly meetings normally will be no longer than one(1) hour exclusive of Association business time. Each Elementary Principal is allowed to have their teaching staff start school early or remain late 60 minutes per month (No more than three 20-minute periods per month). In cases where an extra faculty meeting has to be scheduled because of a situation deemed important by the administration, elementary teachers may be required to attend said faculty meeting.
- 8.2 The Association will be allowed up to ten (10) minutes for Association business prior to the beginning or subsequent to the end of each building faculty meeting. The Building Principal shall determine whether the Association time shall be at the beginning or end of the building faculty meeting.
- 8.3 Faculty meetings called by the Superintendent and presided over by the Superintendent shall be in addition to the above.

Section 9.

The President of the Association shall not be given extra duty assignments. If the President of the Association is an elementary teacher, he/she will meet in consultation with the Principal of the school assigned and mutually develop a schedule acceptable to both parties in order to allow said teacher to carry out his/her duties as President of the Wilson Teachers' Association.

Section 10.

The Superintendent will meet with the Executive Committee of the Association to discuss common concerns and goals upon written request of the Executive Committee at a time mutually convenient to both parties. Such meetings shall not be more than three (3) times per school year.

Section 11. - Cafeteria Duty (Junior-Senior High School)

Teachers shall not be assigned cafeteria duty.

Section 12.

No tenured employee shall be dismissed without just cause.

ARTICLE XII - TEACHER PARTICIPATION IN SCHOOL DISTRICT POLICY

Section 1.

- 1.1 The Superintendent may consult with the Association on any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration, and the Association may be given opportunity to advise the Superintendent with respect to said matters prior to their adoption and/or general publication.
- 1.2 The Association shall be notified of any planned change requiring the use of technology for record keeping and/or reporting and shall be provided the opportunity to provide input prior to its implementation.

Section 2. - School Improvement

The District and the Wilson Teachers' Association recognize the importance of working cooperatively toward the development of school improvement plans.

Section 3.

The Board may place on the agenda of each regular Board Meeting any matters brought to its consideration by the Association so long as these matters are made known to the Superintendent's office at least five (5) days prior to said regular meeting.

ARTICLE XIII - USE OF SCHOOL BUILDINGS

Section 1.

The Association may use the school premises for the purpose of holding meetings, providing the following pre-conditions are met:

- (a) That prior written permission be obtained from the Building Principal or Assistant Principal, which written permission will not be unreasonably withheld.
- (b) That said permission be obtained in the following manner:
 - 1.) Written request be made at least 72 hours prior to the meeting.
 - 2.) Said request shall contain a statement as to the purpose(s) of the meeting.
 - 3.) The selection for the place of the meeting will be left to discretion of the Building Principal.

Section 2.

The use of said school premises for meetings shall not interfere, interrupt or conflict with the normal operations of the school, nor with student activities and shall be outside the regular working day.

Section 3.

Any cost resulting from the use of school facilities shall be borne by the Association.

Section 4.

The Association shall be fully responsible for any damage to school equipment, furniture, property and/or facilities resulting from the use of the facilities.

Section 5.

The Association may use staff mailboxes for the distribution of material to the staff who are members of the Association, providing the following conditions are met:

- (a) A copy of the material so distributed shall be first given to the School Principal or his designee.
- (b) The material so distributed must include the name and signature of the designated official of the Association responsible for the distribution.

Section 6.

Any violation of the above shall entitle the school to immediately cancel the provisions of the Section dealing with "Use of Mailboxes."

Section 7.

For the purpose of this Article, a "designated official of the Association" shall be limited to the officers of the Association or the Association Delegates in each building.

Section 8.

Each school shall provide a bulletin board for the use of the Association. This board shall be placed in the Faculty Lounge (or its equivalent in the respective school) and shall be for the exclusive use of the Association. The Association shall not use any other bulletin board or post material in any other area of the school.

Section 9.

Any violations of the above shall entitle the schools to immediately cancel the provisions of the Section dealing with "Bulletin Boards."

Section 10.

Transactions of business with NYSUT field representatives shall be conducted outside the working day or during the teacher's lunch hour. The appointment and meeting place will be cleared through the Building Principal.

ARTICLE XIV - TEACHER WORK YEAR

Section 1.

The School Calendar will consist of 184 student attendance days and two Superintendent's Conference Days. In addition, each teacher will be required to provide two days of individual staff development and two days of building directed staff development each year between July 1 and June 30. No single day of such staff development shall exceed five hours. Teachers will be paid a stipend of \$230 for the individual staff development and a stipend of \$230 for the building-directed staff development each year.

Elementary teachers shall be provided with one-half day student free at the close of the first ten weeks and one-half day student free at the close of the second ten weeks. If the requirements to receive full State aid have been met, elementary teachers shall be provided with one-half day student free during the last week of school in June.

The District Staff Development Study Group will have no more than fifteen members, a majority of whom shall be bargaining unit members appointed by the Association President on an annual basis.

Section 2.

The School calendar for each year shall be developed by a joint administration and Association committee before submission to the Board. It is realized that the proposed Student Calendar is subject to the BOCES calendar.

Section 3.

The Board shall have the discretion of granting unused emergency days to extend Memorial Day Recess and to determine the number of days granted.

Section 4.

A one-day Superintendent's Conference may be scheduled prior to the start of classes in September following Labor Day that may exceed the 186-day limitation.

Section 4.

- 4.1 The teacher's workday shall continue to be the current workday in effect at the time of execution of this contract except the Superintendent shall have the right to vary the beginning and ending times without increasing the length of the workday after consultation with the Association.

The teacher's workday shall be:

Elementary - Seven (7) Hours

Secondary - Seven (7) Hours and Twenty (20) Minutes

These times notwithstanding, teachers will remain as long as necessary to perform professional duties, such as, but not limited to, bus duty, detention, or in case of emergencies. If a dispute should arise between a teacher and his Principal or immediate supervisor as to whether it is necessary for the teacher to remain in order to carry out his professional responsibilities, the teacher shall first perform as requested and thereafter his complaint may be referred to the Association and the proper administrator to be settled.

Secondary teachers may leave at 2:45 p.m. on the last day of the week, and on the last day of the week before a scheduled holiday, except those teachers performing extra duty will complete same. Nothing herein shall prevent the District from assigning secondary teachers to report at 7:43 a.m. for the purpose of providing general supervision including, but not limited to, morning bus duty and parking lot duty. The Building Principal will first solicit volunteers for such duty and, where there are insufficient volunteers, shall make assignments on a rotating basis in the inverse order of seniority. No more than four employees shall be so assigned at any time.

The Association shall provide the secondary school administration, at least one week prior to the activity, with a list of eleven (11) secondary teachers who agree to attend for the duration of the activity, admission free, the functions noted below at no additional cost to the District. The secondary school administration will provide a listing of the approximate activity dates to the Association in September to facilitate teacher attendance at the functions.

- ◆ Junior High School National Honor Society
- ◆ National Honor Society Induction Ceremony
- ◆ Band Awards Night for Students
- ◆ Senior Class Night
- ◆ Commencement

Paid Chaperons shall be considered additional for the purpose of this Section.

SECTION XIV - SECTION 4 (cont'd.)

- 4.1 Elementary School Preparation Time - The District will make every effort to provide, within the organizational structure of the District, one planning period per day, minimum of 200 minutes per week for all elementary teachers, including Special Education teachers. Planning time will be within the student day and shall be pro-rated for partial day or partial week services for all full-time and partial day teachers. The elementary school student day (K-6) shall be defined as 9:00 a.m. to 3:30 p.m.

ARTICLE XV - VACANCIES, PROMOTIONS, AND TRANSFERS

Section 1.

The Superintendent recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a different class, building or position shall be made in writing, on forms furnished by the Superintendent, one copy of which shall be filed with the Superintendent and one copy to be filed with the Association. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the Superintendent.

Section 2.

The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue interruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester, at which time the position will be considered vacant.

Section 3.

The Superintendent shall notify the Association and post notice of all vacancies or new positions on the Association bulletin boards in each school building for no less than eight days before a position is filled.

- (a) Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure heretofore outlined shall be followed:
1. Teachers with specific interests in possible vacancies will notify the Superintendent of their interest in writing during the last regular week of school and shall include a summer address.
 2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent and notified of the vacancy.

ARTICLE XV - SECTION 3 (cont'd.)

3. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within eight days of notification.
- (b) There will be no unnecessary transfers of teachers. The necessity for transfer shall be determined solely by the Superintendent, who shall take into consideration the qualifications of the teachers concerned. The Superintendent may, at his discretion, also give regard to the seniority of the teachers involved. Teachers will not be involuntarily transferred out of their tenure area.
- (c) The Superintendent will meet prior to any transfers with the WTA President. Transfers will take place only for personnel or professional reasons.

Section 4.

Any teacher who shall be transferred to an administrative position or executive position and shall later return to teacher status, shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer.

ARTICLE XVI - ABOLITION OF POSITIONS AND REDUCTION OF TEACHER FORCE

Section 1.

In the event the Board of Education finds it necessary to abolish a teaching position or reduce the teaching force, the services of the probationary or tenured teacher having the least seniority in the system within the tenure area of the position abolished or reduced shall be discontinued.

Section 2.

The services of non-tenure teachers in the tenure area of the position being abolished, shall be discontinued before those of any teacher with tenure. Teachers not on tenure shall be separated on the basis of years of service rendered.

Section 3.

Probationary or tenured teachers losing positions because of the above:

- (a) Shall be given positions for any job openings in their tenure area.
- (b) Shall be placed on a preferred eligibility list according to law.

ARTICLE XVI - ABOLITION OF POSITIONS AND REDUCTION OF TEACHER FORCE

Section 4. (cont'd.)

- (c) Shall be notified of any and all openings for which they are certified during the statutory period of time.
- (d) Shall be rehired, with all benefits accrued, in reverse order of lay-off.

No new appointments shall be made while there are available tenured or probationary employees on the Preferred Eligibility List and who are certified to fill the vacancy which may occur.

Section 5.

Tenured or probationary teachers who are notified they are being rehired off the Preferred Eligibility List shall have ten (10) days to notify the District of the intent to return or not return. Failure to comply with this ten (10) day limit shall disqualify a teacher from consideration. This Article shall not be subject to the arbitration clause of the grievance procedure.

ARTICLE XVII - EDUCATIONAL STUDY COUNCIL

Section 1. - Philosophy and Rationale

- 1.1 No longer is the major objective of education the dissemination of knowledge, but rather knowledge becomes a tool to be used to accomplish the objectives of education, which are to teach the child how to think, how to learn, how to problem solve, how to use knowledge, and how to make decisions. It is the responsibility of the Board and the Association to provide, in a meaningful way, an efficient, effective and accountable program of learning experiences for the youth of the Wilson Central School System. In order to accomplish this, it is necessary to study in a formal, organized context various educational matters in order to achieve in Wilson the objectives of education, and to carry out the real processes of teaching and learning. All parts of the educational program must be continually revised and updated to bring about the most efficient use of educational innovations.
- 1.2 To achieve the stated philosophy, the School District should make use of the knowledge and experience of those professionals upon whom rests the responsibility for implementing the educational program. Hopefully, the Educational Study Council as described below will provide the efficient use of the expertise of all professionals within the system in developing and implementing changes in the educational program and educational policy on a cooperative basis with the Board and the administration. Therefore, the Board and the Association agree to organize and implement an Educational Study Council which shall be advisory in nature except as otherwise specified.

Section 2.

The Educational Study Council shall have within its province professional items such as cited below. By way of illustration and not of limitation, some matters to be considered might be: the basis upon which parent-teacher conferences, professional workshops and in-service programs may be held; curriculum innovations; the use of teacher aides, paraprofessionals, and non-professionally trained personnel to perform clerical tasks and pupil-supervision tasks outside the classroom; teacher evaluation; and application for grants.

Section 3.

- 3.1 The Educational Study Council shall consist of two members selected by the Board and two members of the Association. The Association members shall be elected by the Association for the length of this contract, one of whom shall be from the elementary level and one from the secondary level. To conduct official business, three of the four members must be present and all decisions and recommendations shall be made by at least three (3) votes. The Chairmanship of the Council shall be set up on a rotation basis. The Educational Study Council shall meet as often as necessary but no less than once a month.
- 3.2 The Council, or any member thereof, shall have the right and responsibility to consult with any and all specialists necessary to make a decision. Such specialists shall be allowed to present information at a meeting of the Educational Study Council, but shall not have a vote. All other rules, procedures, times of meetings, etc., shall be established by the Council.
- 3.3 All requests made of the Educational Study Council by the Board and/or the Association or any members thereof must be considered at the next regularly scheduled meeting of the Educational Study Council provided they are submitted at least five (5) days prior to the date of the meeting. Within five (5) days of their consideration at that meeting, the parties involved shall be notified as to what action will be taken upon their requests. All recommendations of the Educational Study Council shall be submitted to the Board at its next meeting.
- 3.4 Any member of the Educational Study Council who does not fulfill his duties may be removed from said committee by a majority vote of the body which appointed him.
- 3.5 All Association members who serve on the Educational Study Council shall be paid \$350.-- each upon completion of the school year. Members elected during the school year will receive the pro-rata balance of the pay of the member being replaced.

Section 4.

- 4.1 Subcommittees shall be established by the Educational Study Council for the purpose of researching, fact-finding, and reporting to the Educational Study Council on topics assigned to them by the Educational Study Council. Subcommittees shall consist of personnel who are qualified and/or involved in the topic in question. Where appropriate, the subcommittee shall also include members of the supporting professional staff (guidance, reading, curriculum, etc.), representatives of the student body, and representatives of the community.
- 4.2 All members of the subcommittees shall be appointed by the Educational Study Council, and, at the Council's discretion, said subcommittees may be created either as a standing or as a temporary committee. The chairman of the subcommittees shall be appointed by the Educational Study Council. Subcommittee membership shall be on a voluntary basis.
- 4.3 The subcommittee should consult with any and all authorities available on the topic assigned, and shall consult with all parties of the Board and the Association who express an interest in the topic. All recommendations of the subcommittees shall be reported to the Educational Study Council for consideration. If members of the subcommittee are in agreement, one report shall be given. If members of the subcommittee cannot agree, reports shall be made by both factions of the subcommittee.
- 4.4 Any member of a subcommittee who fails to fulfill his duties without a satisfactory explanation shall be removed from his subcommittee by a majority vote of the Educational Study Council.

Section 5.

- 5.1 The Educational Study Council shall have the final decision in the following areas:
 1. State, Federal and Other Grants
 2. In-service Programs
 3. New Teacher Orientation
 4. Workshops for Teacher Aides
- 5.2 (a) It is the responsibility of the Board of Education and the professional staff to provide, in a meaningful way, an efficient, effective, and accountable program of learning experiences for the youth of the Wilson Central School System. Implementation of this objective would be a primary function of the agreed upon Educational Study Council.

ARTICLE XVII - SECTION 5. (cont'd.)

- (b) The Board of Education and the professional staff subscribes to the general proposition that curriculum is the sum of all the content and learning experiences that are provided for students by the school. Curriculum is the content and learning activities that have been selected by the professional staff to develop desirable changes in pupil behavior. Before contemplating innovation or reform, the professional staff must clearly know what it is now doing to implement the school's objectives.
- (c) The professional staff may begin an intensive curriculum study under the guidance of the Educational Study Council, working through Department Chairmen, Coordinators, Directors, and Teachers. The administration will be responsible for providing the leadership necessary to insure maximum effort.

ARTICLE XVIII - PROFESSIONALISM

The Association recognizes that abuses of leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of performance by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the District. The Superintendent or his representative in recognition of the concept of professional correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction and provide counsel and prescriptive activities to accomplish such change. Alleged breaches of professional performance shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of performance by any teacher.

If the teacher so desires, a teacher shall be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

ARTICLE XIX - INSURANCE

Section 1.

- 1.1 The Board shall offer individual and family health insurance coverage in a group enrollment plan under the Orleans-Niagara School Health Plan (ONSHP) of Blue Cross/Blue Shield of Western New York (\$100.00 Single/\$200.00 Family Deductible, 100% Co-Insurance, \$7.00 Prescription Co-Pay/No Cost Generic Prescription Co-Pay, and benefits (formerly riders) now included in the Core Plan for Hospice, Managed Benefits, Dependents to Age 23, Well Baby Care, and Removal of Drug Coverage from Basic Coverage in lieu of \$5.00 Prescription Drug Co-Pay, and Outpatient Psychiatric Care).

ARTICLE XIX - INSURANCE (cont'd.)

- 1.2 The District shall offer teachers the HMO as an alternative to the ONSHP through the Consortium at no cost to the teacher. A teacher can return to the ONSHP because of the following:

- (a) Death of Spouse
- (b) Change of Marital Status
- (c) Firing or Layoff

Said return must be done during an open enrollment period as prescribed by the Consortium. A teacher may also return to the Consortium because of choice but only after one (1) year with the HMO.

- 1.3 The division of premium payments between the employer and the employee for this contract shall be as follows:

- (a) Hirees prior to July 1, 1984, shall pay 5% of the annual premium plus a like percentage for any increase in premiums during the contract.
- (b) Hirees after July 1, 1984, shall pay 10% of the annual premium plus a like percentage for any increase in premiums during the contract.

1.4 HEALTH INSURANCE FOR LONG-TERM SUBSTITUTES

Long-term substitutes who are hired to replace a teacher who will not receive insurance benefits (that is, an unpaid leave of absence) will receive insurance benefits as provided for in Article XIX as if they were a full-time teacher. Long-term substitutes who are hired to replace a teacher still covered by insurance benefits (that is sick leave) will be given the following options:

- (a) Pay fifty percent (50%) of premiums and buy into insurance coverage or
- (b) Waive said insurance coverage

*If the teacher on leave, receiving paid insurance benefits goes on leave without said benefits, said benefits will go to the long-term substitute as if he/she was a full-time teacher.

* At no time will a substitute teacher who replaced a long-term substitute be eligible for insurance benefits as spelled out in this Article.

Any substitute who is hired for 21 to 89 work days for the same employee shall be hired at 1/200th of Step AB with no benefits. If said employee works 90 work days and beyond, he/she shall become a long-term substitute as described in paragraphs 1 & 2 of this Article with all benefits described in said paragraphs. Said benefits will not be retroactive.

1.5 HEALTH INSURANCE AT RETIREMENT

Teachers retiring after July 1, 1997, or surviving spouse, shall be allowed to remain in the District's ONSHP Plan or the HMO provided by the District. The retired employee or spouse shall be responsible for 100% of the premium and a 2% administrative fee for such continued coverage.

1.6 DENTAL ASSISTANCE PLAN

The District shall provide Dental Assistance Coverage in a Group Enrollment Plan with the carrier of record.

- (a) Hirees prior to July 1, 1984, shall pay no premium for single coverage and \$18.00 per year for family coverage.
- (b) Hirees after July 1, 1984, shall pay \$35.51 per year for family coverage and \$10.07 per year for single coverage.

Section 2.

- 1.1 New teachers, hired effective September 1, must have their applications into Central Office by September 12, in order to effect coverage as of September 1.
- 1.2 A newly hired employee may apply within thirty (30) days of his hiring date. Enrollment will be on the first due date following 30 days from the date of hire.
- 1.3 A new hire will be entitled to full coverage through June 30 of the school year, and if he remains for the following school year, the Board will also provide coverage for July and August of the ensuing fiscal year the same as provided under Section 3 below.

Section 3.

The Board will make payment of insurance premiums for each employee subscriber to assure insurance coverage for the full twelve-month period commencing July 1 and ending June 30 for all employees who complete their contractual obligations. If an employee terminates his employment for reasons other than illness prior to June, his benefits under this Section shall terminate on the first of the month following.

Section 4.

In the event that an employee, absent because of illness or injury, has exhausted sick leave accruals, the above-mentioned fringe benefits shall continue through August 31st of the year in which the accruals are exhausted.

ARTICLE XIX - INSURANCE (cont'd.)

Section 5.

If the District employs both husband and wife, only one of them will be entitled to health insurance coverage. Employees who are covered under a family health insurance plan or a two-person health insurance plan provided by another employer are not eligible for coverage under the District's group health insurance plan.

Section 6.

The District will have the right to change "Plan Administrators" and/or provide alternate health insurance coverage as long as the coverage is equivalent to or better than the current coverage.

Section 7. - Fraudulent Abuse Statement

As a matter of mutual benefit, the Unit and the District agree not to tolerate or condone fraudulent abuses of the health insurance program provided to Unit members.

ARTICLE XX - SALARY

Section 1. - Reading-Language Arts Coordinator

- 1.1 The annual salary for this position shall be based on the teacher's proper step on the Salary Schedule plus \$850.00.

Section 2. - Coaches' Salary Schedule

- 2.1 Salaries for all positions approved by the Board shall be set forth in Appendices F, G, H, and I.

Section 3. - Partial Day Teacher

See Article II - Definitions, Item #9

Section 4. - Extracurricular and Additional Assignment Salary July 2000 - June 2004

- 4.1 Salaries shall be calculated as a percent of \$24,000 in 2000-2001, \$25,000 for 2001-2002, \$26,000 for 2002-2003 and \$27,000 for 2003-2004.

Positions:

Yearbook Advisor	15%
Freshman Class Advisor	3%
Sophomore Class Advisor	3%
Junior Class Advisor	4.5%
Senior Class Advisor	7%
Stage Crew Advisor	6%
Make-Up Advisor	3%
Musical Director	4.5% (per play)
District Photographer & Club Advisor	3%
National Honor Society Advisor	2%
National Junior Honor Society Advisor	2%
Play Director	5% (per play)
Middle School Student Council Advisor	4%
H.S. Student Council Advisor	4.5%
H.S. Newspaper Advisor	6%
Middle School Newspaper Advisor	3.5%
Ski Club Advisor	1.5%
S.A.D.D. Advisor	2%
Restricted List Coordinator	2%
Math League Advisor	2%
Business Club Advisor	2%
Odyssey of the Mind Advisor	6%
Odyssey of the Mind Coach (Per Team)	2%
Scholastic Bowl Advisor	2%
Club Advisor Positions as Approved by Board of Education	2%

Per Event Stipends

Title	2001-2002	2002-2003	2003-2004
Ticket Seller	\$41.	\$43.	\$45.
Bus Proctor	\$37.50	\$39.50	\$41.50
Game Chaperone	\$36.	\$38.	\$40.
Chaperone	\$13./Hr.	\$13.50/Hr.	\$14./Hr.
Dance Chaperone	\$15./Hr.	\$15.50/Hr.	\$16./Hr.
Clock Operator/Timer	\$44.	\$46.	\$48.

Teachers who agree to provide approved AIS services outside the regular workday shall be compensated at the rate of \$25.00 per hour.

ARTICLE XX - SALARY (cont'd)

Section 5. - Salary Schedules 2000-2004

- 5.1 Teachers' Salary Schedule 2000-01 (Appendix B)
- 5.2 Teachers' Salary Schedule 2001-02 (Appendix C)
- 5.3 Teachers' Salary Schedule 2002-03 (Appendix D)
- 5.4 Teachers' Salary Schedule 2003-04 (Appendix E)
- 5.5 Coaches' Salary Schedule 2000-01 (Appendix F)
- 5.6 Coaches' Salary Schedule 2001-02 (Appendix G)
- 5.7 Coaches' Salary Schedule 2002-03 (Appendix H)
- 5.8 Coaches' Salary Schedule 2003-04 (Appendix I)

Section 6. - Retirement Incentive

A teacher who satisfies the conditions of eligibility stated below shall be entitled to health insurance in the "District's Retirees' Health Insurance Plan" or compensation based on the teacher retiree's final five-year average salary minus Step A of the Teachers' Bachelor's Salary Schedule. Said final average salary will be based on the Teachers' Salary Schedule only.

6.1 Eligibility

For those teachers eligible to retire by June 30 of any given year, the following eligibility requirements shall apply:

- (a) The teacher must be eligible to retire, without penalty, in the first year of eligibility and receive retirement checks under the regulations of the New York State Teachers' Retirement System.
- (b) Teachers in Tiers II, III, and IV may also retire with penalty between the ages of 55 and 61.
- (c) The teacher must have a letter of retirement on file with the Superintendent no later than February 1 of the year of retirement. The teacher must state in the letter how the incentive is to be taken.
- (d) The teacher must retire by June 30 of the year he/she becomes eligible to retire.
- (e) The teacher must have at least twenty (20) years of service in the Wilson Central School District. Teachers who become eligible in July and August may choose to retire on June 30 of the previous year or wait until June 30 of the next year.

ARTICLE XX - SALARY (cont'd.)

- (f) The teacher who is eligible to retire under the regulations of the New York State Teachers' Retirement System, but does not have at least twenty (20) years of service in the Wilson Central School District, will be eligible for the Retirement Incentive in the 20th year of service to the District only.
- 6.2 If a retiree under this program dies before the full health insurance sum is utilized, the amount remaining shall be used to provide appropriate health insurance for the surviving spouse or, if none, to the employee's estate.
- 6.3 The Retirement Incentive Program is in lieu of any New York State plan offered to encourage early teacher retirement. However, If a State plan is offered, and the Board of Education adopts such plan, the teacher who is eligible for this incentive must make a choice between the District's incentive or the State's incentive.
- 6.4 For those teachers retiring during the course of a year, and in order to permit the District to budget necessary funds, the incentive benefit becomes effective on July 1 following the year of retirement.

Section 7. - Flexible Spending Account

The District shall provide and extend to Unit members an opportunity to participate in a fully-funded, District-offered Flexible Benefits Plan (Section 125-IRS). Contributions may be made by the teacher in accordance with Section 125-IRS and management guidelines for participation in the Plan.

Section 8. - Graduate Hours and Tuition Reimbursement

Approved graduate and in-service hours beyond the Bachelor's Degree shall be compensated as shown in the schedule. In-service shall be calculated and paid on the basis of one (1) hour of credit for each 15 hours of class time.

- 8.1 Each teacher may take a maximum of six (6) hours of graduate study in the fall and spring semesters and up to nine (9) graduate hours in the summer semester subject to the prior approval of the Superintendent under this Section.
- 8.2 Following the submission of a receipted tuition voucher and the filing of an official transcript indicating successful completion of the prior approved course(s), the District will reimburse the teacher as follows:
 - (a) Completed courses up to and including B30 shall be reimbursed at the rate of \$50.00 per graduate hour
 - (b) Tuition reimbursement shall be calculated and paid at the same rate as the State University College of New York at Buffalo for graduate hours beyond B30.

ARTICLE XX (cont'd.)

- 8.3 Approved graduate work reimbursement is limited to tuition costs only and does not include other assessments. Graduate hour(s) reimbursement requires that all planned course work be given prior approval by the Superintendent. The form for prior approval and tuition reimbursement shall be available in the Central Office and in each Building Principal's office.

Section 9. - Credit for Military Service

Pursuant to the Military Law, any member of the professional staff who has served in any branch of the U.S. Armed Forces shall receive a one-year salary increment for each year of military service up to a maximum of two (2) years.

Section 10.

- 10.1 Teachers shall receive full pay for absence or tardiness due to abnormally severe weather or other emergency conditions as determined by the Superintendent.

ARTICLE XXI - MISCELLANEOUS PROVISION

Section 1.

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2.

No teacher shall be required to work in the school building or perform tasks in the school building during a bomb threat, or in the event that the school building has been damaged by fire or a natural disaster, although they may be required by the Superintendent or Principal to work elsewhere to fulfill their professional duties.

Section 3.

All teachers and their spouses shall be admitted free of charge to all school-sponsored activities held within the District. Passes will be issued to each teacher and shall not be transferable.

Section 4.

Any teacher in the District who changes from a tenure to a non-tenure position shall retain benefits as though on tenure, provided there has been no break in service.

Section 5.

The administration and professional staff shall at all times attempt to keep classroom interruptions to a minimum.

ARTICLE XXI - MISCELLANEOUS PROVISIONS (cont'd.)

Section 6.

The Board and administration will attempt to have all textbooks and supplies delivered no later than eight (8) days before the opening of school in September.

Section 7.

This Agreement shall constitute the full and complete contract between the two parties, and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

Section 8.

This Agreement shall supersede any rules, regulations, prior Agreements or practices of the Board or Association, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.

Section 9.

Any individual arrangement, agreement, or contract between the Board and an individual covered by this Agreement, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the two parties. If an arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

Section 10.

The cost of preparing this Agreement shall be borne equally by the Board and the Association.

- (a) All professional staff covered by this Agreement, now employed or hereafter employed, shall receive one copy each. One hundred seventy copies shall be ordered for such distribution by the Central Office.
- (b) The Association shall receive distribution of 150 copies.
- (c) The Board shall receive distribution of 50 copies.

Section 11.

Teachers are expected to support the total educational program of the School District by actively participating in and attending, on a regular basis, such school and student-sponsored functions as plays, musicals, installations, and PTA or Home-School Association activities.

ARTICLE XXI - (cont'd.)

Section 12.

Teachers required to use their personal automobiles in the course of their work shall receive a car-travel allowance as per IRS allowance.

Section 13.

In the case of transferring student-teacher vouchers, the supervising teacher shall designate to whom that voucher is to be given, and the Superintendent shall comply with that designation. In cases where no one is designated, the Superintendent may use his own discretion.

Section 14.

The NYSUT Field Representative shall be permitted to keep appointments with a teacher(s) during the teacher's(s') lunch period or prior to or at the conclusion of the working day, provided advance notice is furnished the Building Principal. Except in cases of emergency, twenty-four hours advance notice shall be deemed sufficient.

Section 15.

The Superintendent will send the Wilson Teachers' Association President an updated copy of the Board's Policy Manual and any changes or amendments thereto.

Section 16.

On or before September 15 of each school year or within thirty (30) days of any change in officers, the Wilson Teachers' Association will notify the Superintendent of Schools at the Business Office of the names of those persons holding the following offices: President, Vice-President, Secretary, and Treasurer.

Section 17.

Teachers shall have a maximum of two (2) school days, if they wish, in which to sign forms presented to them by the School District changing their tenure area.

ARTICLE XXII

IMPLEMENTATION OF AGREEMENT

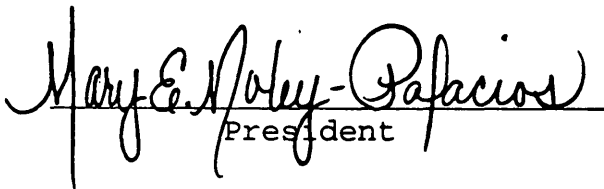
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. Section 204(a), Public Employees' Fair Employment Law

This Agreement shall become effective July 1, 2000, and shall continue in effect through June 30, 2004, subject to ratification by the Association and the Board.

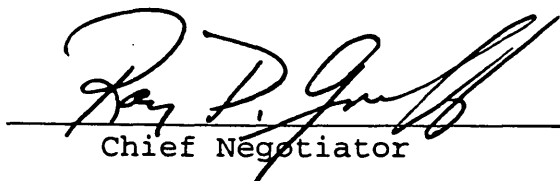
In witness thereof, the parties have hereunto set their hands and seals this 29th day of August 2001.

WILSON TEACHERS' ASSOCIATION
WILSON, NEW YORK
BY:

WILSON CENTRAL SCHOOL DISTRICT
BY:


President


Superintendent


Chief Negotiator

APPENDIX A

WILSON CENTRAL SCHOOL DISTRICT

TEACHER GRIEVANCE FORM

(Original must be forwarded at each step and be signed; copies should be retained at each level for all involved parties.)

Name of Grievant

Grievant's Immediate Supervisor

Date

Location of Grievance

Contract Article/Section/Law/Policies/etc. of Alleged Violation

STAGE I: Immediate Superior

STAGE I-A: Informal Stage: (Discuss problem with immediate supervisor; a conscientious effort should be made to solve the problem informally.)

Date informal discussion held _____

Initials of Grievant _____

Initials of Immediate Supervisor _____

STAGE I-B: Description of Grievance (Use additional sheets if necessary.) Time limit on filing: 30 days

REDRESS
SOUGHT:

Signature of Grievant

Date

STAGE I-B: Decision of immediate supervisor: (Use additional sheets if necessary. Complete in five school days.)

Signature of Immediate
Supervisor

Date

ANSWER: () Satisfactory () Unsatisfactory

If answer is unsatisfactory, please contact Grievance Committee Chairman.

STAGE II: Decision of Superintendent: (Use additional sheets if necessary. Complete in seven school days from hearing.)

Signature of Superintendent

Date

ANSWER:

() Satisfactory

() Unsatisfactory

If answer is unsatisfactory, please contact Grievance Committee Chairman.

STAGE III:

Decision of Board of Education: (Use additional sheets if necessary. Complete in ten school days from hearing.)

Signature of Board President
or Representative

Date

If answer is unsatisfactory, please contact Grievance Committee Chairman.

STAGE IV:

Arbitration - Written notice to the Board of Education within ten (10) school days of the decision at Stage III.

APPENDIX B

TEACHERS' SALARY SCHEDULE 2000-01

STEP	B	B30	B30M	B60	B60M
A	29,240	29,440	30,240	31,040	32,240
B	30,205	30,412	31,238	32,064	33,304
C	31,202	31,415	32,269	33,122	34,403
D	32,231	32,452	33,334	34,215	35,538
E	33,295	33,523	34,434	35,345	36,711
F	34,394	34,629	35,570	36,511	37,922
G	35,529	35,722	36,744	37,716	39,174
H	36,701	36,952	37,956	38,960	40,467
I	37,912	38,172	39,209	40,246	41,802
J	39,163	39,431	40,503	41,574	43,182
K	40,456	40,732	41,839	42,946	44,607
L	41,791	42,077	43,220	44,363	46,079
M	43,170	43,465	44,646	45,827	47,599
N	44,595	44,900	46,120	47,340	49,170
O	46,066	46,381	47,642	48,902	50,792
P	47,586	47,912	49,214	50,516	52,469
Q	49,157	49,493	50,838	52,183	54,200
R	50,779	51,126	52,515	53,905	55,989
S	52,455	52,813	54,248	55,684	57,836
T	59,044	64,018	65,514	67,781	70,361

Individuals at B90 in 1983-84 will receive \$750.00 save harmless.

APPENDIX C

TEACHERS' SALARY SCHEDULE 2001-02

STEP	B	B30	B30M	B60	B60M
A	30,565	30,765	31,565	32,365	33,565
B	31,528	31,734	32,559	33,384	34,622
C	32,521	32,734	33,585	34,436	35,713
D	33,545	33,765	34,643	35,521	36,838
E	34,602	34,828	35,734	36,640	37,998
F	35,692	35,926	36,860	37,794	39,195
G	36,816	37,057	38,021	38,984	40,430
H	37,976	38,224	39,218	40,212	41,703
I	39,172	39,429	40,454	41,479	43,017
J	40,406	40,671	41,728	42,786	44,372
K	41,679	41,952	43,043	44,133	45,770
L	42,992	43,273	44,398	45,524	47,212
M	44,346	44,636	45,797	46,958	48,699
N	45,743	46,042	47,240	48,437	50,233
O	47,184	47,493	48,728	49,963	51,815
P	48,670	48,989	50,263	51,536	53,447
Q	50,203	50,532	51,846	53,160	55,131
R	51,785	52,124	53,479	54,834	56,867
S	53,416	53,765	55,164	56,562	58,659
T	61,111	66,259	67,807	70,154	72,823

Individuals at B90 in 1983-84 will receive \$750.00 save harmless.

APPENDIX D

TEACHERS' SALARY SCHEDULE 2002-03

STEP	B	B30	B30M	B60	B60M
A	32,900	33,100	33,900	34,700	35,900
B	33,920	34,126	34,951	35,776	37,013
C	34,971	35,184	36,034	36,885	38,160
D	36,056	36,275	37,151	38,028	39,343
E	37,173	37,399	38,303	39,207	40,563
F	38,326	38,559	39,491	40,422	41,820
G	39,514	39,754	40,715	41,676	43,117
H	40,739	40,986	41,977	42,968	44,453
I	42,002	42,257	43,278	44,299	45,831
J	43,304	43,567	44,620	45,673	47,252
K	44,646	44,917	46,003	47,089	48,717
L	46,030	46,310	47,429	48,548	50,227
M	47,457	47,745	48,899	50,053	51,784
N	48,928	49,226	50,415	51,605	53,390
O	50,445	50,752	51,978	53,205	55,045
P	52,009	52,325	53,589	54,854	56,751
Q	53,621	53,947	55,251	56,555	58,510
R	55,283	55,619	56,964	58,308	60,324
S	56,997	57,343	58,729	60,115	62,194
T	63,861	69,240	70,858	73,311	76,100

Individuals at B90 in 1983-84 will receive \$750.00 save harmless.

APPENDIX E

TEACHERS' SALARY SCHEDULE 2003-04

STEP	B	B30	B30M	B60	B60M
A	34,000	34,200	35,000	35,800	37,000
B	35,054	35,260	36,085	36,910	38,147
C	36,141	36,353	37,204	38,054	39,330
D	37,261	37,480	38,357	39,234	40,549
E	38,416	38,642	39,546	40,450	41,806
F	39,607	39,840	40,772	41,704	43,102
G	40,835	41,075	42,036	42,997	44,438
H	42,101	42,348	43,339	44,330	45,815
I	43,406	43,661	44,682	45,704	47,236
J	44,751	45,015	46,068	47,121	48,700
K	46,139	46,410	47,496	48,581	50,210
L	47,569	47,849	48,968	50,087	51,766
M	49,044	49,332	50,486	51,640	53,371
N	50,564	50,861	52,051	53,241	55,026
O	52,132	52,438	53,665	54,891	56,731
P	53,956	54,273	55,543	56,813	58,717
Q	55,845	56,173	57,487	58,801	60,772
R	57,799	58,139	59,499	60,859	62,899
S	65,968	71,525	73,197	75,730	78,612
T	65,968	71,525	73,197	75,730	78,612

Individuals at B90 in 1983-84 will receive \$750.00 save harmless.

APPENDIX F

COACHES' SALARY SCHEDULE 2000-01

	<u>1</u>	<u>2</u>	<u>3</u>
Varsity Football	2,598	2,919	3,280
Asst. Varsity Football - 2	1,819	2,044	2,296
Junior Varsity Football	2,076	2,333	2,621
Assistant Junior Varsity Football	1,598	1,796	2,018
Varsity Field Hockey	2,536	2,849	3,200
Junior Varsity Field Hockey	2,026	2,277	2,557
Varsity Soccer - 2	2,536	2,849	3,200
Junior Varsity Soccer - 2	2,026	2,277	2,557
Varsity Volleyball	2,536	2,849	3,200
Junior Varsity Volleyball	2,026	2,277	2,557
Modified Volleyball	1,093	1,228	1,380
Cross Country	2,536	2,849	3,200
Golf	1,720	1,932	2,172
Varsity Basketball - 2	3,546	3,985	4,478
Junior Varsity Basketball - 2	2,835	3,186	3,580
Modified Basketball - 4	1,249	1,403	1,577
Varsity Wrestling	3,546	3,985	4,478
Junior Varsity Wrestling	2,835	3,186	3,580
Modified Wrestling - 2	1,249	1,403	1,577
Varsity Cheerleading-F-40%/W-60%	2,432	2,732	3,070
Junior Varsity Cheerleading	1,945	2,185	2,455
Wrestling Cheerleading	1,459	1,639	1,842
Varsity Baseball/Softball - 2	2,536	2,849	3,200
Junior Varsity Baseball/Softball - 2	2,026	2,277	2,557
Varsity Track - 2	2,536	2,849	3,200
Assistant Track	2,026	2,277	2,557
Modified Track	1,249	1,403	1,577
Tennis	2,536	2,849	3,200

If a coach's season extends beyond a normal length season because of participation in post-season play, that coach shall receive a stipend arrived at by pro-rating their normal season length according to week/day.

Varsity and Junior Varsity Coaches who transfer from one sport to another or within the same sport (e.g. Basketball to Baseball or Assistant Varsity to Varsity) shall carry with them step placement in the previous sport. That is, a coach at Step 2 of Basketball transferring to Baseball will be placed on Step 3 of the Coaches' Salary Schedule.

Appendix G

COACHES' SALARY SCHEDULE 2001-02

	<u>1</u>	<u>2</u>	<u>3</u>
Varsity Football	2,702	3,036	3,411
Asst. Varsity Football - 2	1,892	2,125	2,388
Junior Varsity Football	2,159	2,426	2,726
Assistant Junior Varsity Football	1,662	1,868	2,098
Varsity Field Hockey	2,637	2,963	3,328
Junior Varsity Field Hockey	2,107	2,368	2,660
Varsity Soccer - 2	2,637	2,963	3,328
Junior Varsity Soccer - 2	2,107	2,368	2,660
Varsity Volleyball	2,637	2,963	3,328
Junior Varsity Volleyball	2,107	2,368	2,660
Modified Volleyball	1,137	1,277	1,435
Cross Country	2,637	2,963	3,328
Golf	1,789	2,010	2,258
Varsity Basketball - 2	3,688	4,145	4,657
Junior Varsity Basketball - 2	2,948	3,313	3,723
Modified Basketball - 4	1,299	1,459	1,640
Varsity Wrestling	3,688	4,145	4,657
Junior Varsity Wrestling	2,948	3,313	3,723
Modified Wrestling - 2	1,299	1,459	1,640
Varsity Cheerleading-F-40%/W-60%	2,529	2,841	3,193
Junior Varsity Cheerleading	2,023	2,272	2,554
Wrestling Cheerleading	1,517	1,705	1,916
Varsity Baseball/Softball - 2	2,637	2,963	3,328
Junior Varsity Baseball/Softball - 2	2,107	2,368	2,660
Varsity Track - 2	2,637	2,963	3,328
Assistant Track	2,107	2,368	2,660
Modified Track	1,299	1,459	1,640
Tennis	2,637	2,963	3,328

If a coach's season extends beyond a normal length season because of participation in post-season play, that coach shall receive a stipend arrived at by pro-rating their normal season length according to week/day.

Varsity and Junior Varsity Coaches who transfer from one sport to another or within the same sport (e.g. Basketball to Baseball or Assistant Varsity to Varsity) shall carry with them step placement in the previous sport. That is, a coach at Step 2 of Basketball transferring to Baseball will be placed on Step 3 of the Coaches' Salary Schedule.

APPENDIX H

COACHES' SALARY SCHEDULE 2002-03

	<u>1</u>	<u>2</u>	<u>3</u>
Varsity Football	2,810	3,257	3,548
Asst. Varsity Football - 2	1,967	2,210	2,484
Junior Varsity Football	2,245	2,523	2,835
Assistant Junior Varsity Football	1,729	1,943	2,182
Varsity Field Hockey	2,742	3,081	3,461
Junior Varsity Field Hockey	2,191	2,462	2,766
Varsity Soccer - 2	2,742	3,081	3,461
Junior Varsity Soccer - 2	2,191	2,462	2,766
Varsity Volleyball	2,742	3,081	3,461
Junior Varsity Volleyball	2,191	2,462	2,766
Modified Volleyball	1,182	1,328	1,493
Cross Country	2,742	3,081	3,461
Golf	1,861	2,090	2,349
Varsity Basketball - 2	3,836	4,310	4,844
Junior Varsity Basketball - 2	3,066	3,445	3,872
Modified Basketball - 4	1,351	1,517	1,705
Varsity Wrestling	3,836	4,310	4,844
Junior Varsity Wrestling	3,066	3,445	3,872
Modified Wrestling - 2	1,351	1,517	1,705
Varsity Cheerleading-F-40%/W-60%	2,630	2,955	3,321
Junior Varsity Cheerleading	2,103	2,363	2,656
Wrestling Cheerleading	1,578	1,773	1,992
Varsity Baseball/Softball - 2	2,742	3,081	3,461
Junior Varsity Baseball/Softball - 2	2,191	2,462	2,766
Varsity Track - 2	2,742	3,081	3,461
Assistant Track	2,191	2,462	2,766
Modified Track	1,351	1,517	1,705
Tennis	2,742	3,081	3,461

If a coach's season extends beyond a normal length season because of participation in post-season play, that coach shall receive a stipend arrived at by pro-rating their normal season length according to week/day.

Varsity and Junior Varsity Coaches who transfer from one sport to another or within the same sport (e.g. Basketball to Baseball or Assistant Varsity to Varsity) shall carry with them step placement in the previous sport. That is, a coach at Step 2 of Basketball transferring to Baseball will be placed on Step 3 of the Coaches' Salary Schedule.

APPENDIX I

COACHES' SALARY SCHEDULE 2003-04

	<u>1</u>	<u>2</u>	<u>3</u>
Varsity Football	2,922	3,284	3,690
Asst. Varsity Football - 2	2,046	2,299	2,583
Junior Varsity Football	2,335	2,624	2,948
Assistant Junior Varsity Football	1,798	2,020	2,270
Varsity Field Hockey	2,852	3,204	3,600
Junior Varsity Field Hockey	2,279	2,561	2,877
Varsity Soccer - 2	2,852	3,204	3,600
Junior Varsity Soccer - 2	2,279	2,561	2,877
Varsity Volleyball	2,852	3,204	3,600
Junior Varsity Volleyball	2,279	2,561	2,877
Modified Volleyball	1,230	1,382	1,552
Cross Country	2,852	3,204	3,600
Golf	1,935	2,174	2,443
Varsity Basketball - 2	3,989	4,483	5,037
Junior Varsity Basketball - 2	3,189	3,583	4,027
Modified Basketball - 4	1,405	1,578	1,774
Varsity Wrestling	3,989	4,483	5,037
Junior Varsity Wrestling	3,189	3,583	4,027
Modified Wrestling - 2	1,405	1,578	1,774
Varsity Cheerleading-F-40%/W-60%	2,735	3,073	3,453
Junior Varsity Cheerleading	2,188	2,458	2,762
Wrestling Cheerleading	1,641	1,844	2,072
Varsity Baseball/Softball - 2	2,852	3,204	3,600
Junior Varsity Baseball/Softball - 2	2,279	2,561	2,877
Varsity Track - 2	2,852	3,204	3,600
Assistant Track	2,279	2,561	2,877
Modified Track	1,405	1,578	1,774
Tennis	2,852	3,204	3,600

If a coach's season extends beyond a normal length season because of participation in post-season play, that coach shall receive a stipend arrived at by pro-rating their normal season length according to week/day.

Varsity and Junior Varsity Coaches who transfer from one sport to another or within the same sport (e.g. Basketball to Baseball or Assistant Varsity to Varsity) shall carry with them step placement in the previous sport. That is, a coach at Step 2 of Basketball transferring to Baseball will be placed on Step 3 of the Coaches' Salary Schedule.

Section 18. - Sabbatical Leave

- 18.1 On recommendation of the Superintendent, the Board may permit members to take Sabbatical Leave for the purpose of self-improvement and benefit to the school system through study or research.

A maximum of 1% of the professional staff may be on such leave at any one time. This number shall be so distributed that from year to year all teaching groups shall have equal opportunity of participation, insofar as possible. This does not mandate that any specific number of the staff shall be on leave during any one year.

Members with a minimum of seven years of consecutive service, or eight years uninterrupted by no more than a one-year leave, may be permitted to choose between a one-semester leave at full salary and benefits or a one-year leave at half salary and benefits.

- 18.2 Applications for Sabbatical Leave during the first semester shall be made in writing to the Superintendent before the preceding September 1st.

Applications for Sabbatical Leave during the second semester shall be made in writing to the Superintendent before the preceding September 1st.

Each applicant shall be notified in writing of the acceptance or rejection of his application by April 1st for a first semester leave or November 1st for a second semester leave.

All applications shall be handled by a Sabbatical Leave Committee. Staff members shall be appointed by the Superintendent and shall be representative of the professional staff. All applications shall be referred to this Committee for preliminary review and consideration. This Committee shall have the duty of making recommendations to the Superintendent concerning all applications for Sabbatical Leave. They shall consider the following factors in making their recommendations in the order listed:

- (a) Potential benefit to the school system
- (b) Professional growth of the applicant
- (c) Other factors deemed important
- (d) Seniority in the school system

Leave will not be granted for the purpose of engaging in gainful occupation or for the purpose of studying for a trade or another profession.

Section 18. - Sabbatical Leave (cont'd.)

Applicant must hold a Life or Permanent Teaching Certificate. Approval of a Sabbatical Leave by the Board shall be contingent upon securing a qualified substitute to assume the applicant's duties. Sabbatical Leave, once granted, will not be terminated before the date of expiration except as otherwise agreed upon by the Board and Superintendent. Final approval of any requests for Sabbatical Leave rests with the Board.

- 18.3 The following activities shall be considered appropriate for leave. They are listed in order of general preference, although the needs of the school system and of the particular staff member applying for leave will be considered in each case. All activities for which leave is granted must be planned in consultation with the Superintendent. Any changes in such plans must be approved in advance by the Superintendent.

(a) Formal Graduate Study

A minimum of 20 and a maximum of 30 semester hours of study will be required for a full-year leave and the appropriate fraction thereof for a half-year leave. Content of courses in order of preference shall be:

- 1.) Teacher's own field of work in Wilson
- 2.) Closely related fields
- 3.) Possible change of professional position in Wilson

(b) Independent Research Undertaken in Consultation with the Superintendent

An outline of the proposed project shall be presented in such detail as to indicate the value of the project to the present or future service of the applicant in the profession and specifically to Wilson.

(c) Writing of Doctoral Thesis

(d) Other Reasons

A plan shall be submitted which will state the professional objectives to be sought by such leave and an evaluation of the benefits of such leave to the school system.

- 18.4 An interim report to assure the Superintendent that the leave is being used in a manner consistent with this policy shall be filed with the Superintendent at the midpoint of the leave.

Section 18. - Sabbatical Leave (cont'd.)

A final report shall be filed with the Superintendent at the completion of the leave and shall contain the following:

- (a) Institution attended
- (b) Courses taken
- (c) Credits received - When formal college credit has been taken and granted during leave, an official transcript shall be filed with the report.
- (d) Experience gained
- (e) Applicant's evaluation of the benefits achieved or acquired while on leave and how these can be applied to improve the school system
- (f) A report on the program to be carried out in the school district following the leave period
- (g) Any other reports that the Superintendent shall deem to be necessary to evaluate the leave

18.5 The compensation of the staff member on Sabbatical Leave shall be on the following basis:

- (a) If leave is for one semester, the compensation shall be at the regular rate of salary and benefits.
- (b) If the leave is for two semesters, the compensation shall be one-half the regular salary plus all benefits.
- (c) This compensation shall be made in accordance with the regular provisions for payment of salary and other benefits to members of the professional staff. It is the duty of the member to keep the Business Office informed as to his address while on the Sabbatical Leave.
- (d) A member on such leave shall be entitled to any automatic salary increment or other raise authorized by the Board for the staff.
- (e) Salary compensation to be received by the member shall be less any amount received by the member from grants and fellowships for a half-year sabbatical.

The applicant shall file with the Clerk of the Board a written agreement stating that he will remain in the service of this District for a period of two years after the expiration of the leave granted. Breach of this agreement will be governed by the conditions in the following sections.

18.6 Upon expiration of leave, the member shall be restored to his position or to a position of like nature, seniority, status, and pay provided that the member remains eligible for reinstatement under the rules and regulations of the Board.

Section 18. - Sabbatical Leave (cont'd.)

A member shall not be considered as having fulfilled the leave requirements until the Superintendent has approved the final report, indicated earlier, which must be filed within 30 days after return to duty. In addition, a report of the benefits of the leave as carried out in the District may be requested at the end of the school year after the teacher returns to service. This report, when received by the Superintendent, will be used to inform the Board regarding the leave program.

- 18.7 In the event that the Board finds that the member is not fulfilling the agreement, or after a review of the facts with the member on leave, judges the program to be progressing in an unsatisfactory manner, the entire sum paid by the Board may become due immediately and all future payments shall cease.

In the event the member completes the program satisfactorily but does not return to the District as agreed upon in writing, he shall repay to the Board within two years the entire sum received by him during his leave.

In the event that the member does not remain in the employ of the District for a period of two years immediately following his leave, he shall, within two years, repay the Board an amount proportional to services not rendered. This will not apply in cases where an individual becomes incapacitated and/or cannot work due to health, or in cases wherein the Board waives the rule.

APPENDIX J

AGENCY FEE

Effective July 1, 1988, the Board agrees to deduct from the salaries of members of the bargaining unit who are not members of the Wilson Teachers' Association, exclusive of substitute appointees, the amount equivalent to the dues levied by the Wilson Teachers' Association and to transmit such monies promptly to the Association following the same procedure as applicable under the dues deduction provision of this Agreement.

- (a) The Association shall establish and maintain a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- (b) The Association shall provide the Superintendent with a list of names of non-members no later than Friday preceding the third payroll.
- (c) The Association shall certify in writing to the Superintendent the agency fee and any revisions thereto thirty (30) days prior to the effective date of such change.
- (d) Agency fee deductions for non-members shall be prospective from the date of execution of this Agreement and shall not apply retroactively.
- (e) The Association shall indemnify, defend, and save harmless the District against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District pursuant to the provisions of this Article and Section.
- (f) Except when a clerical error has been made in the deduction of agency fees, any questions as to the correctness of the amount deducted shall be settled between the teacher and the Association.